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By: **Montgomery County Delegation**

Introduced and read first time: February 8, 2006

Assigned to: Appropriations

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A BILL ENTITLED

1 AN ACT concerning

2 **Montgomery County - Sheriff's Office - Collective Bargaining**  
3 **MC 601-06**

4 FOR the purpose of requiring that an extension of the probationary period of certain  
5 deputy sheriffs by the Montgomery County Sheriff be in accordance with any  
6 applicable collective bargaining agreement; requiring that the Sheriff's  
7 discretion to make certain determinations be subject to an applicable collective  
8 bargaining agreement; requiring that the Sheriff's rights and responsibilities to  
9 make certain decisions be subject to certain provisions of the Montgomery  
10 County Code and personnel regulations; requiring that the Sheriff's rights and  
11 responsibilities to make a certain decision be subject to any applicable provision  
12 of the Montgomery County Code; requiring that the Sheriff's rights and  
13 responsibilities to make a certain decision be subject to any applicable provision  
14 of the Montgomery County Code and any applicable collective bargaining  
15 agreement; requiring that certain personnel appointed by the Sheriff be subject  
16 to an applicable collective bargaining agreement under certain circumstances;  
17 expanding collective bargaining rights to certain deputy sheriffs in Montgomery  
18 County; excluding a certain agreement from the requirement that the rights and  
19 responsibilities of the Sheriff may not be impaired in a certain manner;  
20 repealing a provision that specifies that certain rights and responsibilities of the  
21 Sheriff are considered a part of each collective bargaining agreement reached by  
22 the Sheriff and an employee organization; requiring that each deputy sheriff  
23 whose duty assignment requires the use of a motor vehicle be reimbursed in an  
24 amount set forth in an applicable collective bargaining agreement; specifying  
25 the intent of the General Assembly; making certain conforming changes; and  
26 generally relating to collective bargaining rights and the Sheriff's Office of  
27 Montgomery County.

28 BY repealing and reenacting, with amendments,  
29 Article - Courts and Judicial Proceedings  
30 Section 2-309(q)  
31 Annotated Code of Maryland  
32 (2002 Replacement Volume and 2005 Supplement)

1 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF  
2 MARYLAND, That the Laws of Maryland read as follows:

3 **Article - Courts and Judicial Proceedings**

4 2-309.

5 (q) (1) IT IS THE INTENT OF THE GENERAL ASSEMBLY TO:

6 (I) PROTECT THE RIGHT TO BARGAIN OF THE MONTGOMERY  
7 COUNTY EXECUTIVE AND THE MONTGOMERY COUNTY SHERIFF;

8 (II) PRESERVE THE MASTER AGREEMENT BETWEEN THE  
9 MONTGOMERY COUNTY GOVERNMENT AND THE MUNICIPAL AND COUNTY  
10 GOVERNMENT EMPLOYEES ORGANIZATION-UNITED FOOD AND COMMERCIAL  
11 WORKERS LOCAL 1994; AND

12 (III) ENSURE THAT AN AGREEMENT BETWEEN THE MONTGOMERY  
13 COUNTY SHERIFF'S OFFICE AND THE EXCLUSIVE BARGAINING REPRESENTATIVE OF  
14 MONTGOMERY COUNTY EMPLOYEES BE INCLUDED IN AN APPENDIX IN THE MASTER  
15 AGREEMENT DESCRIBED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH.

16 [(1)] (2) The Sheriff of Montgomery County shall receive a salary,  
17 subject to § 35 of Article III of the Constitution, and an allowance for expenses, as the  
18 County Council provides in its annual budget. The County Council shall provide an  
19 automobile for the use of the Sheriff and his deputies for the general public work of  
20 the office and the expense of operating the automobile shall be paid by the county.

21 [(2)] (3) (i) The Sheriff may appoint 2 full-time assistant sheriffs and  
22 the number of deputies provided in the county budget.

23 (ii) The Sheriff shall also appoint the other clerical and  
24 administrative employees provided in the county budget, all of whom shall be paid by  
25 the county.

26 (iii) 1. With the exception of the assistant sheriffs, all full-time  
27 deputy sheriffs of all ranks may, upon appointment, be required by the Sheriff to  
28 serve a probationary period of 12 months following attainment of sworn status.

29 2. Civilian employees may, upon appointment, be required by  
30 the Sheriff to serve a probationary period of 6 months.

31 3. The probationary period may be extended by the Sheriff  
32 for reasonable cause IN ACCORDANCE WITH AN APPLICABLE COLLECTIVE  
33 BARGAINING AGREEMENT.

34 4. During the probationary period, the determination of the  
35 employee's qualifications and ability to serve in the position of a permanent,  
36 nonprobationary employee shall be within the exclusive discretion of the Sheriff,  
37 subject to the Montgomery County merit system [laws and personnel regulations]

1 LAW, PERSONNEL REGULATIONS, AND APPLICABLE COLLECTIVE BARGAINING  
2 AGREEMENT.

3           [(3)]   (4)   (i)    The Sheriff shall fix the compensation of, and may  
4 discharge, the deputy sheriffs, and other employees appointed, subject to budget  
5 limitations, the Montgomery County merit system law, personnel regulations, or  
6 applicable collective bargaining agreement. The Sheriff shall fix the compensation of  
7 the assistant sheriffs subject to budget limitations.

8                   (ii)    Except for the assistant sheriffs, personnel appointed by the  
9 Sheriff shall be considered for all purposes as Montgomery County merit system  
10 employees and subject to the Montgomery County merit system [law and personnel  
11 regulations] LAW, PERSONNEL REGULATIONS, AND APPLICABLE COLLECTIVE  
12 BARGAINING AGREEMENT. Assistant sheriffs shall serve at the pleasure of the Sheriff  
13 and shall meet the qualifications of the Maryland Police Training Commission  
14 standards for law enforcement officers.

15                   (iii)   1.    Nonprobationary deputy sheriffs below the rank of  
16 [sergeant] LIEUTENANT and nonprobationary civilian employees as defined in the  
17 Montgomery County Code, § 33-102(4), shall have the right to organize and bargain  
18 collectively in accordance with the Montgomery County Code, Chapter 33, Article VII,  
19 with regard to compensation, pension for active employees, fringe benefits, hours, and  
20 terms and conditions of employment, including performance evaluation procedures.

21                           2.    Employees, other than the assistant sheriffs, are subject to  
22 the Montgomery County merit system law and personnel regulations and may be  
23 excluded from those provisions only to the extent that the applicability of those  
24 provisions is made the subject of collective bargaining.

25                           3.    As to the employees described in subsubparagraph 1 of  
26 this subparagraph, the Montgomery County Executive shall be considered the  
27 employer of the employees under the Montgomery County Code, Chapter 33, Article  
28 VII, only for the purpose of collective bargaining for compensation, pension, fringe  
29 benefits, and hours.

30                           4.    The Sheriff shall be considered the employer for all other  
31 purposes and shall be considered the employer under the Montgomery County Code,  
32 Chapter 33, Article VII, for all other terms and conditions of employment.

33                           (iv)   Any required funding for [a collective bargaining] THE TERMS  
34 OF AN agreement negotiated by the Sheriff UNDER SUBPARAGRAPH (III) OF THIS  
35 PARAGRAPH is subject to the budget and fiscal policies of Montgomery County.

36                           (v)   [The] EXCEPT AS PROVIDED IN THE EXISTING AGREEMENT  
37 BETWEEN THE MONTGOMERY COUNTY GOVERNMENT AND THE MUNICIPAL AND  
38 COUNTY GOVERNMENT EMPLOYEES ORGANIZATION-UNITED FOOD AND  
39 COMMERCIAL WORKERS LOCAL 1994 DATED JULY 1, 2004 AND ANY SUBSEQUENT  
40 AGREEMENT BETWEEN THE MONTGOMERY COUNTY GOVERNMENT AND THE  
41 MUNICIPAL AND COUNTY GOVERNMENT EMPLOYEES ORGANIZATION-UNITED FOOD  
42 AND COMMERCIAL WORKERS LOCAL 1994, THE MONTGOMERY COUNTY MERIT

1 SYSTEM LAW, AND PERSONNEL REGULATIONS, THE provisions of subparagraph (iii)  
2 of this paragraph and any agreement made under it may not impair the right and  
3 responsibility of the Sheriff to:

4 1. Determine the overall mission of the Sheriff's Office and,  
5 subject to the budget and fiscal policies of Montgomery County, the Sheriff's Office  
6 budget;

7 2. Maintain and improve the efficiency and effectiveness of  
8 operations;

9 3. Determine the services to be rendered and the operations  
10 to be performed;

11 4. Determine the overall organizational structure, methods,  
12 processes, means, and personnel by which operations are to be conducted and the  
13 location of facilities;

14 5. Direct and supervise employees;

15 6. Hire and select new employees;

16 7. Establish the standards governing promotion of  
17 employees, subject to the Montgomery County merit system law and personnel  
18 regulations;

19 8. Relieve employees from duties because of lack of work or  
20 funds or under conditions when the employer determines continued work would be  
21 inefficient or nonproductive[, subject to the Montgomery County merit system law  
22 and personnel regulations];

23 9. Take actions to carry out the mission of government in  
24 situations of emergency;

25 10. Transfer, assign, and schedule employees[, subject to the  
26 Montgomery County merit system law and personnel regulations];

27 11. Determine the size and composition of the workforce,  
28 subject to the county's budget and fiscal policies;

29 12. Set the standards of productivity and technology;

30 13. Establish employee performance standards and evaluate  
31 employees[, subject to the Montgomery County merit system law and personnel  
32 regulations];

33 14. Make and implement systems for awarding outstanding  
34 service increments, extraordinary performance awards, and other merit awards,  
35 subject to the budget and fiscal policies of Montgomery County [and the Montgomery  
36 County merit system law and personnel regulations];

1 15. Introduce new or improved technology, research,  
2 development, and services;

3 16. Control and regulate the use of machinery, equipment,  
4 and other property and facilities of the Sheriff's Office;

5 17. Maintain internal security standards;

6 18. Create, alter, combine, contract out, or abolish any  
7 operation, unit, or other division or service, except that:

8 A. Contracting out work that will displace employees may not  
9 be undertaken by the employer unless 90 days prior to signing the contract, or on  
10 another date of notice as agreed to by the parties, written notice has been given to the  
11 certified representative AND THE CONTRACTING OUT OF WORK SHALL BE  
12 CONSISTENT WITH ANY APPLICABLE PROVISION OF THE MONTGOMERY COUNTY  
13 CODE; and

14 B. Any displacement of bargaining unit members shall be  
15 conducted in a manner that is consistent with [the county collective bargaining law]  
16 ANY APPLICABLE PROVISION OF THE MONTGOMERY COUNTY CODE AND ANY  
17 APPLICABLE COLLECTIVE BARGAINING AGREEMENT;

18 19. Suspend, discharge, or otherwise discipline:

19 A. Sworn employees for cause under the Maryland Law  
20 Enforcement Officers' Bill of Rights; and

21 B. Civilian employees, subject to the Montgomery County  
22 merit system law and collective bargaining agreement where applicable, provided  
23 that, subject to § 404 of the Montgomery County Charter, any action to suspend,  
24 discharge, or otherwise discipline a civilian employee may be subject to the grievance  
25 procedure set forth in the collective bargaining agreement; and

26 20. Issue and enforce rules, policies, and regulations  
27 necessary to carry out the functions of this subparagraph and all other managerial  
28 functions that are not inconsistent with law or the terms of the collective bargaining  
29 agreement.

30 [(vi) The rights and responsibility of the Sheriff under subparagraph  
31 (iii) of this paragraph shall be considered to be a part of each collective bargaining  
32 agreement reached by the Sheriff and an employee organization.]

33 [(vii)] (VI) 1. Each assistant sheriff [and deputy sheriff] whose  
34 duty assignment requires the use of a motor vehicle shall be reimbursed in such  
35 amounts as shall be set forth in the budget for expenses for traveling, transportation,  
36 or use of motor vehicles, or may, in the alternative, be allowed the use of a publicly  
37 owned motor vehicle.

1                                   2.       EACH DEPUTY SHERIFF WHOSE DUTY ASSIGNMENT  
2 REQUIRES THE USE OF A MOTOR VEHICLE SHALL BE REIMBURSED IN AN AMOUNT  
3 SET FORTH IN AN APPLICABLE COLLECTIVE BARGAINING AGREEMENT FOR  
4 EXPENSES FOR TRAVELING, TRANSPORTATION, OR USE OF MOTOR VEHICLES, OR  
5 MAY, IN THE ALTERNATIVE, BE ALLOWED USE OF A PUBLICLY OWNED MOTOR  
6 VEHICLE.

7                   [(4)]   (5)       Deputy sheriffs are not entitled to any additional compensation  
8 for rendering services incident to their office. The County Council shall levy and  
9 collect annual taxes on the assessable property in the county in an amount sufficient  
10 to pay the salaries and allowances of the Sheriff and the Sheriff's deputies.

11       SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
12 October 1, 2006.